

REQUEST FOR:



[X] QUOTATION [] BID PKG [X] QUANTITY PURCHASE AGMT
[] SMALL BUSINESS SET-A-SIDE (QPA)

FOR: ASA6-6-54
QPA for Lingerie
All State Agency

Opening Date: January 17, 2006

Released By:

A handwritten signature in black ink, appearing to read "Betty Taylor".

Telephone Number: 317-232-1982

E-Mail: betaylor@idoa.in.gov

Bidder's Name:

I. GENERAL INFORMATION

Below is a checklist provided to assist you. **Please note that these instructions may not contain all applicable requirements. Careful reading of this request is critical.** Failure to follow these instructions or those printed throughout this form may lead to the rejection of your bid. It is not necessary to return this page with your response.

- A. _____ Type or print legibly in black ink all requested information, including prices and extensions, as well as the correct vendor information. Clearly detail in writing any deviation from or exception taken to the stated specifications.
- B. _____ **Manually sign the Signature Page.** Solicitation may be rejected if it contains any alterations or erasures that are not initialed by the signer of the solicitation. The Non-Collusion Affidavit language is in the package. When you sign the Signature Page, you are agreeing to the general conditions, specifications, certifications and other documents of this solicitation. The purpose of the Non-Collusion Affidavit is to certify that no price fixing or improper contact with any State employee or other vendor in the market has occurred.
- C. _____ Do not submit photocopies of solicitation documents. Retain photocopies for your own information and provide originals to the Department of Administration. *Facsimile or electronic bids are NOT ACCEPTABLE AT THIS TIME.*
- D. _____ **Do not add any contractual or payment terms and conditions.** Terms of the award will be those listed in this request form and the resulting Purchase Order only. The only payment terms consistent with State statute and fiscal procedures are net cash basis. No interest or carrying charges are allowable.
- E. _____ If you are not willing to accept a split award (partial order), your request must include the statement "**Bidding all or none**". The State of Indiana reserves the right to accept or reject any or all bids, or any part thereof, and to award the items separately, all to one bidder or to make a multiple-award. **ITEMS NOT BID** – If a bidder does not desire to submit a bid for an item, he shall show the words "NO BID" in the unit column for that item. Any errors in extension or totals may result in rejection of the solicitation.
- F. _____ The request must be received and clocked in by or prior to the due date and time indicated.
- G. _____ **Each bid must be returned in a separate envelope. *(see below)**
The envelope must clearly indicate the following information.
a. The notation "**SEALED BID/QUOTE/QPA**" (please indicate which of the preceding type of request forms you have submitted)
b. The **Requisition Number** (Provided on the Request for Bid/Quote)
c. The **Due Date and Time**
d. The completed envelope must be returned to:
Department of Administration, Procurement Division,
402 W. Washington St. Room W468, Indianapolis, IN 46204
ATTENTION – BID ROOM
- H. _____ All companies desiring to do business with a State Agency must complete and return an "Indiana Economic Impact" form, which is included as part of this packet or may be located at <http://www.state.in.us/icpr/webfile/formsdiv/51778.pdf>. The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state. The Governor's "BUYINDIANA" and recently enacted legislation in HEA 1080 (2004) requires a respondent to bid solicitations to provide the information identified in the accompanying "Indiana Economic Impact Form". Responses received without that form or with the form improperly or incompletely completed will be rejected as non-responsive.
- IN ORDER TO PROTECT THE INTEGRITY OF THE SEALED BID PROCESS, FAILURE TO PROPERLY IDENTIFY YOUR SEALED BID ACCORDING TO THE ABOVE INSTRUCTIONS MAY RESULT IN AN AUTOMATIC DISQUALIFICATION FROM CONSIDERATION.
 - **CAUTION TO VENDORS ABOUT SHIPPING/MIALING:** UNITED STATES POSTAL EXPRESS AND CERTIFIED MAIL ARE BOTH DELIVERED TO THE CENTRAL GOVERNMENT CENTER MAILROOM AND NOT DIRECTLY TO THE DESIGNATED DEPARTMENT. IT IS THE RESPONSIBILITY OF THE BIDDER TO MAKE SURE THAT SOLICITATION RESPONSES ARE RECEIVED BY THE PROCUREMENT DIVISION ON OR BEFORE THE DESIGNATED TIME AND DATE.

All solicitations submitted to the State should be double-sided and printed on 30% post-consumer recycled content paper or tree-free paper. When possible, soy ink should be used.

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT:** This solicitation/award contains the complete and final agreement between State and Vendor and no other agreement in any way modifying any of said terms and conditions will be binding upon State or Vendor unless made in writing and signed by State's and Vendor's authorized representative.

2. **PRICING:** Unit price must be entered and extended, and the total price of the solicitation must be shown. Unit prices are to be quoted/bid on the basis of the unit specified. A binding contract will be created, if the solicitation is accepted, by the issuance of a purchase order at any time within the period so given. Each bidder should carefully check his/her solicitation before submitting it to the Procurement Division of the Department of Administration. If there is an error between the unit price and total price, the unit price shall prevail. Awarded Prices: Prices listed for each item are firm and cannot be changed. Any revision in price may be rejected at the discretion of the IN Dept. of Administration, Contract Administration and may result in cancellation of the Purchase Order without recourse on the part of the awarded vendor.

3. **TERMINATION FOR CONVENIENCE:** This contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State of Indiana. Termination of services shall be affected by delivery to the contractor of a Termination Notice at least thirty (30) days prior to termination effective date, specifying the extent to which performance of services under which such termination becomes effective. The contractor shall be compensated for services rendered prior to the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to contractor exceed the original contract price due on contract or any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

4. **INSURANCE:** If this agreement provides for work to be performed by the Vendor on property owned or controlled by the State of Indiana, or on property of others named herein, Vendor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees. Upon request, Vendor shall furnish a written certificate of insurance specifying the name of the Insurer and the policy and expiration date.

5. **F.O.B. DESTINATION:** The State of Indiana prefers solicitations to be submitted on a delivered basis; therefore all solicitations will be considered to be made on the basis of all shipping charges prepaid and allowed. If transportation charges are NOT allowed, the bidder must so state and show such charges in his/her solicitation. The shipment must be prepaid and transportation charges added to the invoice. The State of Indiana will pay for such transportation charges only on the basis of the lower price, whether it is the one shown in the solicitation or the charges shown on the prepaid freight bill. THE STATE OF INDIANA DOES NOT HAVE FACILITIES FOR COLLECT SHIPMENTS; THEREFORE, COLLECT SHIPMENTS WILL NOT BE ACCEPTED.

6. **TITLE:** Title to all drawings, blueprints, dies, patterns, tools and all other property prepared or constructed by Vendor at Vendor's plant or elsewhere or ordered for use in connection with the order to the extent that the State of Indiana has made payment, therefore, or has furnished to Vendor at no charge, shall vest in and be the property of the State of Indiana and shall be identified as such; and Vendor assumes all liability for loss or failure to deliver such property to the State of Indiana.

7. **DELIVERY:** Vendors are warned the agency receiving delivery is not alone authorized to modify the contract terms. Delivery must be made at time agreed upon. If any indicated or actual delays arise, the agency designated to receive the merchandise must be notified immediately and the cause for such delay stated. If any goods are not delivered within the time specified on any purchase order, or within a reasonable time not exceeding 30 days after receipt of a purchase order if no time is specified, the agency may refuse to accept such goods, and the Department of Administration, Procurement Division, may cancel this agreement. Each package shall be numbered and labeled with the State of Indiana's purchase order number, contents and weight, and shall contain an itemized packing slip and be properly packed for shipment. The Vendor shall make no deliveries on verbal orders except from the Using Agency on purchases less than \$5,000 and only with written approval on purchases greater than \$5,000 from the Indiana Department of Administration Procurement Division.

8. **OPEN COMPETITION:** The specifications contained herein are intended to be nonrestrictive. Although at times brand names and model numbers may be used, they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Alternate quotes/bids will be evaluated and may be acceptable as long as they can be verified as equal or better than specified as determined by the Indiana Department of Administration and the Using Agency. All offerings bidding alternate products are requested to submit detailed specifications with their solicitation. Any Specifications, drawings, notes, instructions, engineering notices or technical data referred to in the Solicitation/Purchase Order shall be deemed to be incorporated herein by reference as if fully set forth.

9. **QUANTITY:** Goods shipped in excess of quantity designated in Purchase Order may be returned at the Vendor's expense.

10. **QUALITY:** Vendor warrants all materials and/or services delivered hereunder to be free from defect of material or workmanship, and to conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the State of Indiana of the material or service.

11. **INSPECTION:** All material, workmanship, or services entering into the performance of this Order shall be subject to State's (or designated representative's) inspection and test at all times before, during, or after manufacture. Vendor shall furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient inspections and tests required by the inspectors. Final inspection and acceptance shall be on State's premises unless otherwise specified. The State of Indiana shall have the right to reject and return at Vendor's expense, or to require at Vendor's expense, the correction or replacement of materials, workmanship, or services which are defective or do not conform to the requirements of this Order. All rejects shall be held at transportation and handling costs until returned to Vendor or corrected by Vendor.

12. **Nondiscrimination:** Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Contractor and its Agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, sex, disability, national origin, ancestry or status as a veteran. The contractor understands that the State is a recipient of federal funds. Pursuant to that understanding the contractor, and its subcontractor, if any, agree that if the contractor employs 50 or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the contractor will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. Breach of this covenant may be regarded as a material breach of contract. The State of Indiana shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference.

13. **TAXES:** Prices listed on an invoice submitted by Vendor for payment is not to include any tax for which the State is exempt. The State of Indiana will furnish an exemption certificate for tax for which the State is exempted if such is required. The State will not be responsible for any taxes levied on the Vendor as a result of this agreement.

14. **CONTAINERS AND PACKING:** The State of Indiana will not advance the cost of drums, carboys, cylinders, barrels, bags, or other such returnable containers which, in the custom of the trade, are considered as the property of the Vendor, except under the following conditions: charges for such containers are to be covered by memo invoice, the State guarantees to return such containers when empty, and transportation charges are collect to destination specified by the Vendor. If the State fails to return containers within a reasonable time, it guarantees to pay for them. The bid must clearly state Vendor's compliance with the foregoing conditions and the charges applying to containers. No charge will be allowed for packing, crating, or cartage, unless specified by the Vendor in his/her solicitation.

15. **PATENTS:** The vendor agrees to defend, at its own expense, the State of Indiana and the Using Agency and to hold it harmless with respect to any claims that the equipment furnished by the Vendor under this agreement infringes or allegedly infringes any patents of the United States and with respect to any and all suits, controversies, demands, and liabilities arising out of such claim; provided that the foregoing shall not apply to infringement resulting from Vendor's use of a patented invention required to comply with the written instructions of the State, if such patented invention is not normally utilized by the Vendor, and provided that the State:

- A. Gives the Vendor a prompt written notice of any claim; and
- B. Allows the Vendor to control and fully cooperates with the Vendor in the defense and all related settlement negotiations.

16. **CONTINGENCIES:** Neither party hereto shall be liable to the other for default or delay in delivering or accepting goods hereunder if caused by fire, strike, riot, war, act of God, governmental order or regulation, complete or partial shut down of plant by reason of inability to obtain sufficient raw materials or power, and/or any other similar or different contingency beyond the reasonable control of the respective parties. This solicitation/award may be canceled by the State of Indiana without liability in the event of a petition in bankruptcy being filed by or against the Vendor, or in the event of the appointment of any receiver.

17. **FORCE MAJEURE:** In the event that either party is unable to perform any of its obligations under this contract – or to enjoy any of its benefits – because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

18. **COMPLIANCE WITH LAWS:** The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this agreement shall be reviewed by the State of Indiana and the Contractor to determine whether the provisions of the contract require formal amendment.

19. **GOVERNING LAWS:** This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

20. **PAYMENTS:** All payment obligations are subject to the encumbrance of monies and shall be made in arrears in accordance with Indiana law, IC 5-17-5-1, and state fiscal policies and procedures and in this regard the Contractor agrees to execute such State payment (invoice) forms not inconsistent herewith.

21. **WARRANTY:** The Seller will furnish all parts and maintenance at no charge for a period of at least 90 days or the manufacturers standard warranty, whichever is longer, beginning on the first day after acceptance by the agency provided that such maintenance and parts are not required because of accident, neglect, misuse, failure of electrical power or air-conditioning, humidity control, or causes other than ordinary use. Any such service required as a result of erroneous site preparation specifications furnished by the Seller or otherwise required due to the fault or negligence of the Seller, shall also be provided by the Seller at no additional charge. All replaced parts shall become the property of the Seller. Prior to the expiration of the warranty period, whenever equipment is shipped for a mechanical replacement purpose, the Seller, shall bear all cost of such shipment including, but not limited to cost of packing, transportation, rigging drayage, and insurance. The warranty shall apply to the replacement machine beginning on the first day following delivery of the replacement machine to the using agency.

22. **INFORMATION TECHNOLOGY ENTERPRISE ARCHITECTURE REQUIREMENTS:** If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this contract for default if Contractor fails to cure a breach of this provision within a reasonable time.

The State of Indiana is requiring all vendors, who respond to State solicitations such as Invitation to Bid (ITB), Request for Quotation (RFQ), or Request For Proposal (RFP) for catalog Quantity Purchase Agreement (QPA) commodities and/or who are awarded a contract including catalog commodities, follow the eProcurement guidelines identified below. Failure to agree to these guidelines in your solicitation response or failure to comply with these guidelines once awarded a contract/PO may result in vendors being found non-responsive and thus not eligible for contract award.

eProcurement Guidelines

1. Register as a valid bidder for the State of Indiana (SOI)
2. Basic commitment and level of effort in supporting:
 - Attend supplier summit meeting to identify State of Indiana catalog requirements
 - Catalog development (Internal Catalogs)
 - a. Include only items identified on QPA contract
 - b. Include only established prices identified on QPA contract
 - Catalog development (PunchOut) if vendor supports cXML standards
 - Supports the specific data elements outlined by the SOI
 - a. MBE/WBE
 - b. Recycled Content
 - c. US Manufacture
 - d. Alternative Fuel Vehicle
 - e. Case Pack
 - f. Action
 - g. Effective Date (of the item)
 - h. Supplier's Name
 - i. Supplier's ID #
 - j. Product Description (Short)
 - k. Product Description (Long)
 - l. Supplier Part #
 - m. Supplier Part # Extension
 - n. UOM
 - o. List Unit Price
 - p. Minimum Quantity
 - q. Effective Date (of the price)
 - r. Manufacturer Name
 - s. Manufacturer Part #
 - t. UNSPSC Segment Description
 - u. UNSPSC Family Description
 - v. UNSPSC Class Description
 - w. UNSPSC Commodity Description
 - x. UNSPSC Code
 - y. ETA (Lead Time)
 - z. Currency Code
 - aa. Expiration Date
 - bb. Image FileName or URL
 - cc. Type of Image
 - Catalog maintenance and transaction capabilities
3. Adhere to UN/SPSC mapping requirements. UN/SPSC information can be found at the following website.
<http://www.un-spesc.org>
4. Adhere to UN or ANSI X.12 standard UOM's. UOM information can be found at the following website.
<http://www.unece.org/cefact/index.htm>

CLAIMING PURCHASING PREFERENCES

Each bidder should review the various procurement preferences allowed by State statute. A summary of the preferences can be found at the following link: <http://www.IN.gov/idoa/proc/PreferencesforWeb.pdf>

Each bidder must answer the following questions pertaining to purchasing preferences. No preference will be applied unless these questions have been answered and any required attachments included.

1. Are you claiming the U.S. Manufactured Product Preference (IC 5-22-15-21)? (This is per individual line and should be noted below)

Yes, ____ No ____

Vendor must provide information at the individual line level in regards to this preference...If yes, the bidder is certifying under penalties of perjury that each of the bidder's end products, except those listed under the Exceptions section, are a U.S. Manufactured Product as stated in IC 5-22-15-21. A product is manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50% of the cost of all its components. (In determining if a product is manufactured in the United States, only the product and its components shall be considered.)

Please list what line items this preference will apply to:

2. Are you claiming the Preference to Coal Mined in Indiana (IC 5-22-15-22)? Yes ____ No ____

3. Are you claiming the Indiana Business Preference (IC 5-22-15-20.5)? Yes ____ No ____

- Indicate under which provision you are claiming to qualify as an Indiana business and then fully complete the Indiana Economic Impact Form (State Form # 51778) and include it with your bid/proposal.

____ (1) A business whose principal place of business is located in Indiana.

____ (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.

____ (3) A business that employs Indiana residents as a majority of its employees.

____ (4) A business that makes significant capital investments in Indiana.

____ (5) A business that has a substantial positive economic impact on Indiana.

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more shall qualify as an Indiana business under category #4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), sales tax (DOR), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under category #5. To verify that your company qualifies you can e-mail buyindianainvest@idoa.in.gov.

4. Are you claiming the preference for supplies that contain recycled or post-consumer materials (IC 5-22-15-16) (the preference does not apply when the purchase description is limited to a supply that contains recycled materials or post-consumer materials.)?

Yes ____ No ____

If yes, a manufacturer's certification must be submitted for each item or group of items for which the offeror is seeking a preference or the preference may not be considered.

5. Are you claiming the preference for soybean oil based ink (IC 5-22-15-18)? Yes ____ No ____

6. Are you claiming the preference for soy diesel/bio diesel (IC 5-22-15-19)? Yes ___ No ___

7. Are you claiming the preference for foods/beverages that contain high levels of calcium (IC 5-22-15-24)?

Yes ___ No ___

8. Are you claiming the Indiana Small Business Preference (IC 5-22-15-23)? Yes ___ No ___

If yes, bidder must indicate which category of small business concern applies:

___ Wholesale business with annual sales of four million dollars (\$4,000,000) or less during its last fiscal year.

“Wholesale

business, means a business that derives its principal source of income (over 50% of gross revenues) from sales to retailers, other

merchants, or industrial, institutional or commercial users who will use the goods for resale or business use. This definition

includes distribution activities.

___ Service business with average sales of five hundred thousand dollars (\$500,000) or less for the current and preceding three (3)

fiscal years and which employs no more than twenty-five (25) persons. “Service business, “ means a business that derives its

principal source of income (over 50% of gross revenues) from the sale of useful artistic, educational, intellectual, literary, or

scientific labor from which no necessary tangible commodity is derived.

___ Retail business or business selling services with annual sales and receipts of five hundred thousand dollars (\$500,000) or less.

“Retail business,” means a business that derives its principal source of income (over 50% of gross revenues) from the sale of

supplies to the ultimate consumer.

___ Manufacturing business, which employs no more than one hundred (100) persons. “Manufacturing business” means a business

that derives its principal source of income (over 50% of gross revenues) from the sale of goods the firm produces at its own facility

made from raw, unfinished materials, as distinguished from the final product.



INDIANA ECONOMIC IMPACT – PROPOSALS AND CONTRACTS

State Form 51778 (R/8-04)

Approved by State Board of Accounts, 2004

This information is required by the Indiana Department of Administration for all contractors, vendors/suppliers to the State of Indiana (complete all 26 items – indicate “N/A” if not applicable).

1. Legal name of firm: _____

2. Address: _____ City: _____ State: _____ Zip Code: _____

3. Telephone #: _____ Fax #: _____ Website: _____

4. Federal Tax Identification Number: _____

5. State/Country of domicile/incorporation: _____

6. Location of firm's headquarters or principal place of business: _____

7. Name of parent company or holding company (if applicable): _____

8. State/Country of domicile/incorporation of company listed in #7: _____

9. Address of company listed in #7: _____

10. IN Dept. of Workforce Development (DWD) account number: _____

11. IN Dept. of Revenue account number: _____

12. Number of Indiana resident employees per most recently completed IRS Form W-2 distribution:

13. Total number of employees per most recently completed IRS Form W-2 distribution: _____

14. Total amount of payroll paid to Indiana resident employees per most recently completed IRS Form W-2 distribution:
\$ _____

15. Total amount of payroll paid to all employees per the most recently completed IRS Form W-2 distribution:
\$ _____

16. Number of Indiana resident employees reported to DWD for the latest calendar quarter: _____

17. Number of Indiana resident shareholders/partners (IRS pass-through entities only): _____

18. Total amount of this proposal, bid, or current contract: \$ _____

19. Estimated amount of #18 to be expended for gross payroll to Indiana resident employees **specifically for this proposal or contract**: \$ _____

20. Estimated amount of #18 to be paid to subcontractors and suppliers located in Indiana **specifically for this proposal or contract**: \$ _____

21. List of subcontractors and suppliers totaling amount in #20:

Company Name		
Address		
Contact Person		
Telephone Number		
Tax ID Number		

* Attach a separate sheet of paper if more space is needed for additional subcontractors or suppliers.

22. Estimated amount of #18 to be paid to State of Indiana certified minority, women and/or disadvantaged owned business enterprises (MBE/WBE/DBE) located in Indiana (consult listing at <http://www.IN.gov/idoa/minority>)

\$ _____

23. List of State of Indiana certified MBE, WBE and/or DBE firms totaling amount in #22:

Company Name		
Address		
Contact Person		
Telephone Number		
Tax ID Number		

*** Attach a separate sheet of paper if more space is needed for additional MBE and WBE firms.**

24. If the contractor claims the preference as an Indiana Business described in subsection (a)(4) of Section 2 of House Enrolled Act No. 1080 please provide a description of the capital investments made in Indiana and a statement of the amount of those capital investments. (If additional space is needed please attach and note exhibit number below)

25. If the contractor claims the preference as an Indiana Business described in subsection (a)(5) of Section 2 of House Enrolled Act No. 1080 please provide a description of the substantial positive economic impact the contractor has on Indiana. (If additional space is needed please attach and note exhibit number below)

26. Affirmation by authorized official: I affirm under penalties of perjury that the foregoing representations are true to the best of my knowledge and belief:

Signature: _____

Name of authorized official: _____

Title: _____

Date: _____

NOTICE TO VENDORS

1. Will you extend your prices of said contract to political subdivisions?
YES _____ NO _____
2. Political subdivisions include cities, towns, school corporations and county governments in the entire state. If you mark YES you are saying you are willing to provide your bid price to any of these entities if they wish to purchase from this QPA.
3. The State of Indiana DOES NOT accept any responsibility for purchase orders issued by other political subdivisions.
4. All political subdivisions must be willing to accept bid item(s) as described in the specifications without any changes, no matter how minute, once the bid is accepted by the state agency.

Signature

Printed Name

Title

Company

Telephone Number

E-Mail Address

SF47895 (ELEC4-97)

MINORITY AND WOMEN'S BUSINESS ENTERPRISE PARTICIPATION PLAN

Pursuant to IC 4-13-16.5 and 25 IAC 5, the contract goal for this solicitation, if it is for a purchase from the Goods and Service Industry, is 3% for Minority Business Enterprise participation and 3% for Woman Business Enterprise participation. It is the intent of IDOA Procurement Division to meet or exceed the above mentioned M/WBE goals. Completion of the Minority and Woman Business Participation Plan in this solicitation is MANDATORY! Failure to provide the minority/woman business participation plan at the time of solicitation submission may result in the disqualification and rejection of the solicitation submission. Please note that IDOA reserves the right to verify all information included on minority/woman business enterprise participation plans before making final determinations of the bidder's responsiveness and responsibility.

An offeror is expected to submit in each response a Minority and Women Business Enterprise Participation Plan in accordance with 25 IAC 5 and IC 4-13-16.5. In the Plan, the offeror must show that there are Indiana certified racial minorities and woman owned enterprises participating in the proposed contract. While the participation may be as a subcontractor, second tier participation with common suppliers (e.g., office suppliers, courier services) is acceptable. Respondents must indicate the name of the Indiana certified racial minority and women owned firm(s) with which it will work; the contact name and phone number at the firm(s); the service supplied by the firm(s); and the specific dollar amount from this contract that will be directed toward each firm. If the goal for this solicitation cannot be directed toward Indiana certified racial minority or woman owned enterprises, the respondent may demonstrate that a minimum of an amount equal to the goal of overall annual proceeds (from all business) are directed to Indiana certified racial and woman owned enterprises. Please note: If the Trade is an overhead item for your entire business, please calculate the proportion of the business that will actually apply to the solicitation in question.

The offeror should demonstrate a good faith effort to meet the goal for example by working with the Minority and Women Business Development office of the Indiana Department of Administration to design a plan to meet the goal in an acceptable time period.

By submission of the bid package, the bidder thereby acknowledges and agrees to be bound by the regulatory processes involving the State of Indiana's minority and women's business enterprise program (25 IAC 5). Questions involving the regulations governing the minority and women's business enterprise participation plan should be directed to the IDOA Minority and Women's Business Enterprise Division office at (317) 232-3061.

Minority & Women's Business Enterprise Participation Letter of Acknowledgement

A signed letter(s), on company letterhead, from the minority and/or women owned business must accompany the Minority and Women's Business Enterprise participation plan. This letter(s) shall state and will serve as acknowledgement from the minority and/or women owned business of their level of participation in this solicitation. The State reserves the right to deny participation points if the letter(s) is not attached. The State reserves the right to deny participation points if the letter(s) is attached but is not on company letterhead, is not signed and/or does not reference and match the level of participation for this solicitation."

MBE/WBE PARTICIPATION PLAN

BID/REQ # _____ DUE DATE _____
 BID/REQ NAME _____
 OFFEROR _____
 ADDRESS _____
 CITY/STATE/ZIP _____
 PHONE () _____

The following minority owned firms will be participating in this solicitation according to the following schedule:

<u>MBE/WBE</u>	<u>PHONE</u>	<u>CONTACT</u>	<u>TRADE</u>	<u>AMOUNT</u>

Please indicate which firms are MBE and which are WBE

*If additional room is necessary, please attach a separate page

THIS DOCUMENT MUST BE INCLUDED IN YOUR BID/PROPOSAL

SF44260(ELEC4-97)

DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Vendor and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions, including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:

- (a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- (b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Vendor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- (c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- (d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision(c) (2) above, or otherwise receiving actual notice of such conviction; and
- (e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- (f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

SECRETARY OF STATE REGISTRATION

In accordance with IC 5-22-16-4, an offeror or subcontractor desiring to perform any portion of the work described by this bid/quote that is a business required to register with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies.

Information concerning registration with the Secretary of State may be obtained by contacting:

Indiana Secretary of State of Indiana
Corporation Section
302 W. Washington St. Rom E018
Indianapolis, IN 46204
(317) 232-6576

EXCEPTIONS

____ PLEASE CHECK IF APPLICABLE

Alternative requests must be equal or better than those specified as determined by the Indiana Department of Administration, and bidders deviating from specified items should provide, with his or her request, a listing of all areas in which his or her product deviates and fully explain and justify this alternative.

ANY EXCEPTIONS ARE TO BE NOTED BELOW AND LISTED BY LINE ITEM NUMBER.

COMPLIANCE CERTIFICATION

Responses to this bid solicitation serve as a warrant that the responding entity has properly registered as required by law with the Secretary of State and that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and it agrees that it will immediately notify the State of any such actions. The respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Any respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

NON-COLLUSION CERTIFICATION

This is to certify that the Bidder, being duly affirmed under oath says, that he or she is the contracting party; that he or she has not, nor has any other employee of the company represented by him or her, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

SIGNATURE

This is to certify that the bidder or any person on his or her behalf has examined and understands and agrees to the specifications, including General and Special conditions of this document.

BIDDER _____ FEDERAL ID NUMBER _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TYPE OF BUSINESS (i.e. Corporation, Sole Proprietor, LLC, etc) _____

NORTH AMERICAN INDUSTRY CLASSIFICATION SYTEM (NAICS CODE) _____

TELEPHONE NUMBER (_____) _____

E-Mail address: _____

If awarded a contract, the bidder will provide supplies, equipment, and/or services to the State of Indiana in accordance with the general conditions, specifications, certifications and other documents of this solicitation.

I, _____, the undersigned _____
(Signature) (Print Office Held)

of the above named bidder under penalties of perjury this _____ day of _____, _____, certify that I hold the aforementioned Office in the above bidder and that the representations are true and accurate.

TERMS AND CONDITIONS THAT APPLY TO ALL TERM AGREEMENTS REGARDLESS OF THE TYPE

1. **Payments:** All payment obligations are subject to the encumbrance of monies and shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures and in this regard the Lessor/Contractor agrees to execute such State payment (invoice) forms not inconsistent herewith.
2. **Term:** The term of this agreement shall be for that period shown in solicitation package, except where the Using Agency agrees to a later beginning date for the same term and notifies the Indiana Department of Administration in writing of a different commencement and termination date.
3. **Taxes:** The State of Indiana is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Lessor/Contractor as a result of this agreement.
4. **Patents:** The Lessor/Contractor agrees to defend, at its own expense, the State of Indiana and the Using Agency and to hold it harmless with respect to any claims that the equipment furnished by the Lessor/Contractor under this agreement infringes or allegedly infringes any patents of the United States and with respect to any and all suits, controversies, demands, and liabilities arising out of such claim; provided that the foregoing shall not apply to infringement resulting from Lessor/Contractor's use of a patented invention required to comply with the written instructions of the State, if such patented invention is not normally utilized by the Lessor/Contractor, and provided that the State:
 - A. Gives the Lessor/Contractor a prompt written notice of any claim; and
 - B. Allows the Lessor/Contractor to control and fully cooperates with the Lessor/Contractor in the defense and all related settlement negotiations.
5. **Obligation:** Lessor/Contractor's obligation under the Patents Section is further conditioned on the State's agreement that if the operation of the equipment becomes or, in the Lessor/Contractor's opinion, is likely to become the subject of such a claim, the State will permit Lessor/Contractor, at its option and expense, either to procure the right for the State to continue using the equipment or to replace or modify it so that it becomes non-infringing. However, if neither of the foregoing alternatives is reasonably available, the State will return the equipment upon written request by the Lessor/Contractor. The Lessor/Contractor agrees to grant the State credit for returned equipment as depreciated. The depreciation shall be an equal amount per year over the life of the equipment established by mutual agreement of the State of Indiana and the Lessor/Contractor.
6. **Default:**
 - A. If the Using Agency, after sixty (60) days written notice, fails to correct or cure any breach of this agreement, then the Lessor/Contractor may cancel and terminate this Agreement and collect all monies due up to and including the date of termination.
 - B. If the Lessor/Contractor, after sixty (60) days written notice, fails to correct or cure any breach of this agreement, the Using Agency may cancel and terminate this Agreement and thereafter owe no further monies for equipment usage beyond the termination date.
7. **Funding Cancellation Clause:** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this contract, the contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
8. **Termination For Convenience:** This contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of services shall be effected by delivery to the contractor of a Termination Notice at least thirty (30) days prior to termination effective date, specifying the extent to which performance of services under which such termination becomes effective. The Lessor/ Contractor shall be compensated for services rendered prior to the effective date of termination. The Lessor/Contractor shall be compensated for services herein provided but in no case shall total payment made to contractor exceed the original contract price due on contract or any price increase be allowed on individual line items if canceled only in part prior to the original termination date.
9. **Assignment:** The Lessor/Contractor shall not assign or subcontract the whole or any part of this contract without the State's prior written consent. The Lessor/Contractor may assign its right to receive payments to such third parties as the Lessor/Contractor may desire without the prior written consent of the State, provided that Lessor/Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this contract and shall not be made to more than one party.
10. **Nondiscrimination:** Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

If federal funding is involved with the contract, The Contractor understands that the State is a recipient of federal funds. Pursuant to that understanding, the Contractor and its subcontractor, if any, agree that if the contractor employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the Contractor will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The Contractor shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of contract.
11. **Alterations and Attachments:** An alteration or attachment to equipment may be made only upon approval by the Lessor/Contractor, which approval shall not be unreasonably withheld. The State agrees to remove any alteration or attachment and to restore equipment to its normal, unaltered condition, ordinary wear and tear excepted, prior to its return to Lessor/Contractor, or upon notice from Lessor/Contractor that the alteration or attachment creates a safety hazard or renders maintenance of the equipment impractical.
12. **Authority to Bind Lessor/Contractor:** Notwithstanding anything in the contract to the contrary, the signatory for the Lessor/Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Lessor/ Contractor designated in the solicitation package and has obtained all necessary or applicable approval from the home office of the Lessor/Contractor to make this contract fully binding upon the Lessor/Contractor when his/her signature is affixed and is not subject to home office acceptance hereto and accepted by the State of Indiana.
13. **Independent Lessor/Contractor:** Both parties hereto, in the performance of this contract, will be acting in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons or any damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.

14. Penalties/Interest/Attorney's Fees: The State will in good faith perform its required obligations hereunder but does not agree to pay any penalties, interest, liquidated damages, or attorney's fees except as expressly required by Indiana Law including, but not limited to, IC 5-17-5, IC 34-54-8, IC 34-13-1.
15. Waiver of Rights: No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

16.. Compliance with Laws. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the State and the Contractor to determine whether the provisions of the contract require formal modification.

a. The contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at [<<<http://www.in.gov/ethics/>>>](http://www.in.gov/ethics/). If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the contractor may be subject to penalties under Indiana Code § 4-2-6-12.

b. The Contractor certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

The Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Agreement.

If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so is a material breach of the contract and grounds for immediate termination of the Agreement and denial of further work with the State.

The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Contractor from contracting with the State in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

c. As required by IC 4-13-2-14.8:Notwithstanding any other law, rule, or custom, a person or company whom has a contract with the State or submits invoices to the state for payment shall authorize in writing the direct deposit by electronic funds transfer of all payments by the state to the person or company. The written authorization must designate a financial institution and an account number to which all payments are to be credit. For forms and additional information see the Auditor of State's website at www.in.gov/auditor/forms.

17. Compliance with Telephone Solicitations Act.As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

18 .Confidentiality of Data, Property Rights in Products, and Copyright Prohibition. The Contractor agrees that all information, data, findings, recommendations, proposals, etc. by whatever name described and in whatever form secured, developed, written or produced by the Contractor in furtherance of this Contract shall be the property of the State. The Contractor shall take such action as is necessary under law to preserve such property rights in and to the State while such property is within the control and/or custody of the

Contractor. By this Contract, the Contractor specifically waives and/or releases to the State any cognizable property right of the Contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, proposals, etc.

19. Hold Harmless/Indemnification: The Lessor/Contractor agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officers, and employees from all claims and suits, including court costs, attorney's fees, and other expenses, caused by any act or omission of the Lessor/Contractor and/or its subcontractors, if any. The State shall not provide such indemnification to the Lessor/ Contractor.

20. Maintaining a Drug-Free Workplace:

The Lessor/Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Lessor/Contractor will give written notice to the State within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in contractor's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the Lessor/Contractor for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Agreement is in excess of \$25,000.00, Lessor/Contractor hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Lessor/ Contractor and made a part of the contract or agreement as part of the contract documents.

The Lessor/Contractor certifies and agrees that it will provide a drug-free workplace policy by:

- A. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Lessor/Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform their employees of (1) the dangers of drug abuse in the workplace; (2) the Lessor/Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
- C. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Lessor/ Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

21. General: This contract embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein or by a written agreement signed by all authorized and required parties. The terms, conditions, and specifications of the original solicitation, if any, and/or any award made in connection with this transaction are incorporated herein by reference and made a part hereof just as if they have been fully set out herein.

22. Open Competition: The specifications contained herein are intended to be nonrestrictive. Although at times brand names and model numbers may be used, they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Alternate bids will be evaluated and may be acceptable as long as they can be verified as equal or better than specified as determined by the Indiana Department of Administration and the Using Agency. All offerors bidding alternate products are requested to submit detailed specifications with their quote/bid.

23. Delivery: Delivery must be made at the time agreed upon. If any indicated or actual delays arise, the Using Agency designated to receive the merchandise must be notified immediately and the cause for such delay stated. If any goods or services are not delivered within the time specified on any purchase order, or within a reasonable time if no time is specified, the Using Agency may refuse to accept such goods and the Indiana Department of Administration Procurement Division may cancel the agreement. The Lessor/Contractor shall make no deliveries on verbal orders except from the Using Agency on purchases less than \$5,000 and only with written approval on purchases greater than \$5,000 from the Indiana Department of Administration Procurement Division.

24. Prices: Prices listed for each item are firm and cannot be changed without the written consent of the Director of the Indiana Department of Administration Procurement Division. Any upward revision in price may be rejected at the discretion of the Director of the Procurement Division and may result in cancellation of the Purchase Order without recourse on the part of the Lessor/Contractor.

25. Warranty: The Lessor/Contractor will furnish all parts and maintenance at no charge for a period of at least ninety (90) days or the manufacturer's standard warranty, whichever is longer, beginning on the first day after acceptance by the Using Agency, provided that such maintenance and parts are not required because of accident, neglect, misuse, failure of electrical power or air-conditioning humidity control, or causes other than ordinary use. Any such service required as a result of erroneous site preparation specification furnished by the Lessor/Contractor or otherwise required due to the fault or negligence of the Lessor/Contractor shall also be provided by the Lessor/Contractor at no additional charge. All replaced parts shall become the property of the Lessor/Contractor. Prior to the expiration of the warranty period, whenever equipment is shipped for a mechanical replacement purpose, the Lessor/Contractor shall bear all cost of such shipment including, but not limited to, cost of packing, transportation, rigging drayage, and insurance. The warranty shall apply to the replacement machine beginning on the first day following delivery of the replacement machine to the Using Agency.

26. Insurance: If this agreement provides for work to be performed by the Lessor/Contractor on property owned or controlled by the State of Indiana, or on property of others named herein, Lessor/Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Lessor/Contractor's employees.

If required by contract, the Lessor/Contractor shall furnish to the Indiana Department of Administration Procurement Division, upon request, a

written certificate obtained from an approved insurance company or proper governmental authority establishing that said insurance of employees has been procured and that premiums therefore have been paid and specifying the name of the insurer and the policy number and expiration dates.

27. Force Majeure: In the event that either party is unable to perform any of its obligations under this contract – or to enjoy any of its benefits – because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

28. Governing Laws: This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

29. Work Standards: The Lessor/Contractor agrees to execute its respective responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product or the working relationship with those individuals assigned to work on this Contract, the State may request the replacement of any or all such individuals.

30. Contract Confidentiality of State Information: The Lessor/Contractor understands and agrees that data, materials, and information disclosed to Lessor/Contractor may contain confidential and protected data; therefore, the Lessor/Contractor promises and assures that data, material, and information gathered, based upon, or disclosed to the Lessor/Contractor for the purpose of this contract will not be disclosed to others or discussed with other parties without the prior written consent of the State.

31. Confidentiality of Data, Property Rights in Products, and Copyright Prohibition: The Lessor/Contractor further agrees that all information, data, findings, recommendations, proposals, etc., by whatever name described and by whatever form therein secured, developed, written, or produced by the Lessor/Contractor in furtherance of this Contract, shall be the property of the State and that the Lessor/Contractor shall take such action as is necessary under law to preserve such property rights in and of the State while such property is within the control and/or custody of the Lessor/Contractor. By this contract the Lessor/Contractor specifically waives and/or releases to the State any cognizable property right in the Lessor/Contractor to copyright or patent such information, data, findings, recommendations, proposals, etc.

32. Ownership of Documents and Materials: All documents, records, programs, data, film, tape, articles, memos, and other materials developed under this contract will be the property of the State of Indiana. Use of these materials other than related to contract performance by the Lessor/Contractor without prior written consent of the State is prohibited. During the performance of the services specified, the Lessor/Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while they are in the possession of the Lessor/Contractor and any loss or damage thereto shall be restored at the Lessor/Contractor's expense. Full, immediate, and unrestricted access to the work product of the Lessor/Contractor during the term of this contract shall be available to the State.

33. Progress Reports: The Lessor/Contractor will submit a progress report to the State upon request. The report will be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress report shall serve the purpose of assuring the State that work is progressing in line with the schedule and the completion can be reasonably assured on the scheduled date.

34. Access to Records: The Lessor/ Contractor and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract, for inspection by the State or by any other authorized representative of the State Government and copies thereof shall be furnished at no cost to the State if requested.

35. Substantial Performance: This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.

36. Conflict of Interest:

- A. As used in this section:
 - "Immediate family" means the spouse and the unemancipated children of an individual.
 - "Interested party" means:
 1. The individual executing this Contract;
 2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
 3. Any member of the immediate family of an individual specified under subdivision 1 or 2.
 - "Department" means the Indiana Department of Administration.
 - "Commission" means the State Ethics Commission.
- B. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.
- C. The Department will not exercise its right of cancellation under section B above if the Contractor gives the Department an opinion by the Commission indicating that the existence of this contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this section.
- D. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

37. Information Technology Enterprise Architecture Requirements

If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this contract for default if Contractor fails to cure a breach of this provision within a reasonable time.

THIS TERM AND CONDITION ONLY APPLIES TO TRASH SERVICES

1. Landfill and/or Incinerator Clause 25 IAC 1.1-1-17

The rate for Solid Waste Removal Services set out herein shall be composed of two components:

- A. The fee charged by the Lessor/Contractor for services in provisions of containers and removal and hauling of the waste;
- B. The pass-through of any landfill or incinerator charges incurred by Lessor/Contractor. The Lessor/Contractor's fee shall remain fixed for the full term of the contract. However, upon presentation of written verification that the landfill or incinerator operator has

increased or decreased the landfill or incinerator charges, the landfill or incinerator charge component of the contract will be increased or decreased to match the new landfill or incinerator charge.

Incinerator: Written verification from the incinerator on incinerator letterhead stating the specific amount per ton of the increase or decrease.
Landfill: Written verification from the landfill on landfill letterhead stating the specific amount per cubic yard of the increase or decrease. The above written verifications must be submitted with a letter from the Lessor/Contractor to the Using Agency.

THESE TERMS AND CONDITIONS APPLY TO THE LEASE TO PURCHASE AND/OR RENTAL OF ANY TYPE OF EQUIPMENT

1. Initial Condition of Equipment: Any equipment leased hereunder shall be new unless otherwise stated.
2. Installation:
 - A. The Lessor/Contractor shall install the equipment described herein ready for use by the commencement date of the term as specified in the solicitation as agreed to prior to the commencement date by the Using Agency.
 - B. The commencement date of the term may be postponed by mutual consent and written notice to the Lessor/Contractor, the Using Agency, and the Indiana Department of Administration.
 - C. The Lessor/Contractor shall install the equipment described herein ready for use by the commencement date of the term as specified in the solicitation as agreed to prior to the commencement date by the Using Agency.
 - D. The commencement date of the term may be postponed by mutual consent and written notice to the Lessor/Contractor, the Using Agency, and the Indiana Department of Administration.
 - E. The Using Agency agrees to have the site prepared in accordance with the Lessor/Contractor's written minimum site and environmental requirements. Such requirements have been provided in writing to the Using Agency or the Indiana Department of Administration by Lessor/Contractor prior to the execution of this Agreement.
 - F. Installation shall be performed in a professional and workmanlike manner and conform to all recommendations of the manufacturer and good construction and engineering practices.
 - E. During the period of installation, the facilities may be in use by the Using Agency. The Lessor/Contractor shall schedule and coordinate the work with the Using Agency to cause the least possible interruption of the Using Agency's activities in and around the facilities. It is intended that work be performed during normal working hours of the Using Agency, unless the Using Agency directs otherwise in writing prior to the commencement date.
3. Acceptance of Equipment: Following the delivery and installation of the equipment described herein and the Lessor/Contractor's certification that the equipment has been successfully installed and is ready for use, the Using Agency shall immediately inspect the same and shall provide written acceptance of such equipment within ten (10) business days following the Lessor/Contractor's certification of the equipment being ready for use. The failure of the Using Agency to issue written acceptance within such ten (10) day period shall not constitute acceptance. The Lessor/Contractor may, upon the failure of the Using Agency to issue timely acceptance, demand a written acceptance and Using Agency will be deemed to have accepted the equipment if it has not accepted or rejected the equipment within ten (10) days receipt of the Lessor/Contractor's written demand for acceptance.

If the equipment fails to conform to the requirements of this contract including, but not limited to, the specifications of the original solicitation packaged and the representations contained in the bid of the Lessor/Contractor, the equipment may be rejected.

Risk of loss shall pass to the State upon acceptance.

4. Maintenance of Equipment:
 - A. The Lessor/Contractor shall keep the equipment in good operating condition. For this purpose, the Lessor/Contractor shall have full and free access to the security policies and procedures of the Using Agency. Maintenance of equipment shall be provided on an "on call" basis. Lessor/Contractor must respond within twenty-four (24) hours of service call placement unless otherwise stated in the original solicitation package.
 - B. Upon request, the Lessor/Contractor shall specify the preventive maintenance schedule required for the equipment. The Using Agency will allow the Lessor/Contractor time for preventive maintenance. Preventive maintenance will normally be performed at a time mutually agreed to by the Using Agency and the Lessor/Contractor.
 - C. All remedial maintenance will be performed promptly after notification of malfunction. Lessor/Contractor shall provide the Using Agency with a designated person or place to contact and shall make arrangements to enable its maintenance personnel or representatives to receive such notification promptly. Should a specific response time be required, either in the specifications listed in the solicitation or in the form of an addendum to the agreement, the Lessor/Contractor shall respond within said period.
 - D. There will be no charge for travel expenses associated with maintenance service under this agreement.
 - E. The Using Agency agrees to pay, at Lessor/Contractor's applicable time and material rate then in effect, all charges for parts, maintenance and other service activities caused by: (1) misuse, (2) alterations, and (3) attachments.
 - F. There will be no extra charge for replacement parts, except as provided in paragraph E above.
 - G. Lessor/Contractor's obligation to maintain the equipment under this lease shall terminate upon exercise by the State of its purchase option. Lessor/Contractor shall thereafter be obligated to offer maintenance services to the State at Lessor/Contractor's standard prices for a period of not less than four (4) years.
5. Possession and Enjoyment: Lessor/Contractor hereby covenants to provide the State during the term of this Lease with the quiet use and enjoyment of the equipment, and the State shall, during the term of the Lease, peacefully and quietly have and hold and enjoy the equipment, without suit, trouble, or hindrance, except as expressly set forth in this Lease.

THIS TERM AND CONDITION ONLY APPLIES TO A LEASE PURCHASE AGREEMENT/LEASE TO OWN

1. Title:
 - A. Title to the equipment will pass to the State upon notification to the Lessor/Contractor of the State's intent to exercise its purchase option.
 - B. When the State exercises any option to purchase granted under the original solicitation, Lease payments shall cease when the State gives the Lessor/Contractor notice of its exercise of the option.
- The Purchase option(s) are as follows:

THIS TERM AND CONDITION APPLIES TO ALL QUANTITY PURCHASE AGREEMENT, LEASE PURCHASES, RENTALS, AND SERVICES

1. **Renewal Option:** This agreement may be renewed upon the same terms and conditions contained herein. Such renewal is subject to the approval of the Commissioner of the Indiana Department of Administration and the State Budget Director (except Quantity Purchase Agreements) and compliance with IC 5-22-17-4. The total term of this contract, including all renewals, shall not exceed four (4) years.
2. **Attorney General Approval:** This Agreement has been approved by the Indiana Attorney General by letter dated January 14, 2000 as a form agreement (subject to completion of the blank spaces with appropriate information and proper execution) under Indiana Code 4-13-2-14.3(e). This Agreement is void if any changes are made without proper written approval of the Indiana Attorney General.